

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

ELECTRICAL UTILITY LINEMAN:
POLE RESTORATION JOURNEYMAN
POLE RESTORATION JOURNEYMAN:AFTER 1 YEAR
POLE RESTORATION JOURNEYMAN:AFTER 3 YEARS

SENIOR TECHNICIAN
SENIOR TECHNICIAN:AFTER 1 YEAR
SENIOR TECHNICIAN:AFTER 3 YEARS

POLE TREATMENT JOURNEYMAN
POLE TREATMENT JOURNEYMAN:AFTER 1 YEAR
POLE TREATMENT JOURNEYMAN:AFTER 3 YEARS

POLE RESOTRATION AND TREATMENT
TECHNICIAN: (FIRST 6 MONTHS)
TECHNICIAN: (FIRST 6-12 MONTHS)
TECHNICIAN: (THEREAFTER)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, EL DORADO, FRESNO, GLENN, HUMBOLDT, IMPERIAL, KERN, KINGS, LAKE, LASSEN, LOS ANGELES, MARIPOSA, MADERA, MARIN, MENDOCINO, MERCED, MONO, MONTEREY, NAPA, NEVADA, ORANGE, PLACER, PLUMAS, RIVERSIDE, SACRAMENTO, SAN BENITO, SAN BERNARDINO, SAN DIEGO, SAN FRANCISCO, SAN JOAQUIN, SAN LUIS OBISPO, SAN MATEO, SANTA BARBARA, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TOULUMNE, VENTURA, YOLO, AND YUBA COUNTIES

**OSMOSE, INC.
POLE TREATMENT
AND
RESTORATION AGREEMENT**

RECEIVED
Department of Industrial Relations

JUL 09 2003

Div. of Labor Statistics & Research
Chief's Office

AGREEMENT NAME

Outside Pole Treatment & Restoration Agreement, between Osmose, Inc., and Local Union 1245 of the International Brotherhood of Electrical Workers, AFL-CIO.

PREAMBLE

For the purposes of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment, the Company recognizes the Union as the exclusive representative of those employees who are employed by the Company performing work covered under the Scope of this Agreement.

GEOGRAPHIC AREA

Local Union 1245 is presently chartered by the International Brotherhood of Electrical Workers, AFL-CIO, to cover certain outside electrical work on Public Works Projects in the States of California (except Siskiyou, Modoc and Del Norte Counties) and Nevada (except Lincoln, Clark and that part of Nye County lying South of the Mount Diablo base line). Therefore, the territorial scope of this Agreement shall uniformly cover the above area.

SCOPE OF WORK

Groundline evaluation, treatment, restoration and minor repair (to GO 95 Guidelines) of standing wood utility poles on properties of electrical utility distribution and transmission systems owned, maintained and operated by utility companies, municipalities or government agencies engaged in utility operations. This work shall be done by skilled personnel, which have been formally trained in this specific field. The work will include the strength repair of designated reject poles using various generic mechanical products. Minor repair would include the replacement of defective or missing designated items such as guy guards, molding, pole numbers, high voltage signs, etc.

MANAGEMENT RIGHTS

The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in the Collective Bargaining Agreement in planning, directing, and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring

employees from job-to-job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman or Senior Technician, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with the Agreement, in requiring all employees to observe all safety regulations and in discharging employees for proper cause.

The Employer retains the exclusive right to select individuals for the prescribed on-the-job training program, which includes written and oral testing to the Employer's satisfaction.

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1

SECTION 1.01

TERM: This Agreement shall take effect, **June 1, 2002**, and shall remain in effect until **December 31, 2003**. The Agreement will be opened for amendment or revision in all areas during the last quarter of **2003**

SECTION 1.02

CHANGE:

- (a) Either party desiring to change or terminate this Agreement must notify the other in writing at least 90 days prior to the anniversary date.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

SECTION 1.03

Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement by the expiration date of this Agreement, may be submitted jointly or unilaterally to Arbitration for adjudication as outlined in Section 7.02. Such unresolved issues or disputes shall be submitted no later than the expiration date of this Agreement, or any subsequent anniversary date. When a case is submitted to Arbitration, it shall be the responsibility of the Negotiating Committee to continue to meet weekly in an effort to reach a settlement on the local level, prior to the case being sent to Arbitration. The Arbitrator's decision shall be final and binding on both parties.

ARTICLE II

VACATION: After one year of Company service, all Foremen, Foremen Trainees and Senior Technicians shall be entitled to the equivalent of one week's paid vacation per year and two weeks paid vacation after three years of service.

SECTION 4.04

REPORT TIME: Employees reporting to the job or at headquarters shall be paid the minimum of two (2) hours' work. Employees shall be required to remain available and perform such work as may be assigned to them, providing suitable protection from the weather is provided. However, they shall not be required to remain available for a longer period of time without being paid for the extended time.

SECTION 4.05

EXPENSES: A reasonable meal is to be provided by Employer two (2) hours past normal quitting time and every four (4), no more than five (5) hours thereafter until conclusion of overtime.

SECTION 4.06

PAYMENT OF WAGES: Wages shall be paid no later than Friday for the pay period ending the previous Saturday.

<u>CLASSIFICATION</u>	<u>PER HOUR RATE</u>
	<u>6/01/02</u>
Pole Restoration Foreman (working)***	\$20.83
Pole Treatment Foreman (working)***	\$18.32
Senior Technician***	
Treatment Foreman/Trainee***	\$11.85
Treatment & Restoration Technician	
First 6 mos.	\$10.11
6 mos. - 12 mos.**	\$10.43
Thereafter**	\$10.75

All Foremen classifications engaged in training shall receive \$.50 per hour in addition to the current wage rate.

***Employees in the designated classifications will receive a daily living allowance of \$25.00 for each day worked. This allowance is applicable when assigned to a work location which is in excess of 60 road miles, or 1½ hour commute time, from their established residence (home base). This living allowance will be provided for a maximum of five (5) months in any one location. After five months in one location, this location will become your new home base. In cases where the Employer directly pays the cost of lodging, or when the employee chooses to commute and not stay away from home, the \$25.00 a day living allowance is not applicable.

****Employees in the designated classifications will receive a weekly living allowance of \$60.00 for each week worked. This allowance is applicable when assigned to a work location which is in excess of 60 road miles, or 1½ hour commute time, from their established residence (home base). This living allowance will be provided for a maximum of five (5) months in any one location. After five months in one location, this location will become your new home base. In cases where the employer directly pays the cost of lodging, or when the employee chooses to commute and not stay away from home, the \$60.00 a week living allowance is not applicable. (Amended 6/1/00)**

SECTION 4.07

POLE TREATMENT FOREMAN (WORKING): An employee who is in charge of not more than five men, including himself or herself, (when assisted by a maximum of two Senior Technicians, three additional Technicians may be added per Senior Technician) engaged in the inspection and treatment of standing wood utility poles. He or she has been formally trained on-the-job by the Employer and has demonstrated his or her knowledge in the evaluation of wood poles to GO 95 Guidelines and application of remedial preservatives.

SECTION 4.08

POLE RESTORATION FOREMAN (WORKING): An employee who is in charge of not more than five (5) men, including himself or herself, engaged in the evaluation, preservative treatment and mechanical restoration of Sub-GO 95 wood poles.

SECTION 4.09

FOREMAN/TRAINEES: An Employee who is training on-the-job under a Pole Treatment Foreman or Pole Restoration Foreman for a specified amount of time, normally six (6) to ten (10) weeks. A Foreman/Trainee shall demonstrate reasonable progress and proficiency during his or her training to continue in that capacity. It is understood that in addition to the on-the-job training, a Foreman/Trainee is required to study Employer technical procedures on his or her own time. Testing on Company procedures is a basic element of the training program.

SECTION 4.10

TECHNICIAN: An Employee who, under the supervision of a Foreman, is engaged in repetitive, unskilled work such as digging, back-filling, applying preservatives, etc.... which involves a variety of hand tools.

SECTION 4.11